

WARRANTY DEED
JOINT TENANCYTRANSFER
TAX
PAID

KNOW ALL MEN BY THESE PRESENTS, 020587

THAT, WILLIAM LEVINE & SONS, a Maine Corporation with a place of business in Waterville, County of Kennebec, State of Maine,

in consideration of one dollar and other valuable consideration, paid by **THOMAS OLIVER** and **VICKI M. OLIVER**, of Manchester, County of Kennebec, State of Maine,

the receipt whereof, it does hereby acknowledge, does hereby **GIVE, GRANT, BARGAIN, SELL and CONVEY** unto the said **THOMAS OLIVER** and **VICKI M. OLIVER**, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever,

The real estate with the buildings thereon located between the easterly side of Main Street and the westerly side of Front Street, Waterville, Maine, bounded and described as follows:

1. The land with building thereon described in the Warranty Deed from May E. Mathews to Sarah Levine, dated November 22, 1904, recorded in Kennebec County Registry of Deeds at Book 461, Page 199, which deed refers to party wall agreements on north side. Said land was devised by Sarah Levine to her sons, Lewis and Percy Levine, in 1934, and was conveyed by Lewis and Percy Levine to Lewis and Percy Levine, Inc., by Warranty Deed dated July 1, 1949 recorded in said Registry at Book 887, Page 373.
2. The real estate with building thereon, described in the Deed from Peter King to William, Lewis and Percy Levine, dated April 11, 1939 recorded in said Registry at Book 748, Page 337. Said Deed refers to party wall agreements on south side of land. Coincident with the Deed from Peter King, above referred to, was a Deed covering the same land and referring to party wall agreements, dated April 11, 1939, recorded in said Registry, Book 749, Page 428, given by Paul A. Dundas, Assignee of Peter King to William, Lewis and Percy Levine. In both said Deeds the Book and Page of record referring to a right of way should read Book 527, Pages 11 and 15, instead of Book 537. The interest of William Levine, therein, was derived by said William Levine to his sons, Lewis and Percy Levine in 1946, a copy of which devise appears in said Registry at Book 758, Page 537. By Deed dated July 1, 1949, recorded in said Registry at Book 887, Page 373, Lewis and Percy Levine conveyed their interest therein to Lewis and Percy Levine, Inc.
3. The real estate with the building thereon, described in the Deed from Mary R. Young, conservator of Ada M. Young, to William Levine, dated November 27, 1931 recorded in said Registry at Book 685, Page 17. William Levine devised this one third undivided interest to his sons, Lewis and Percy Levine in 1946, by devise recorded in said Registry at Book 758, Page 537. By Warranty Deed dated July 1, 1949, recorded at Book 887, Page 373, Lewis and Percy Levine conveyed the land to Lewis and Percy Levine, Inc. The two thirds (2/3) interest devised by Javan Drummond to his son, Albert Drummond was the subject of a Lease for ten years from April 22, 1930, with right of renewal for a further term of ten years, from Drummond to William Levine, said Lease being recorded at Book 675, page 382. Albert Drummond devised his two thirds (2/3) undivided interest to his widow, Gracie L. Drummond and the devise is recorded at Book 718, Page 470. Gracie L. Drummond, the widow, devised her two thirds (2/3) undivided interest to Winthrop Street Universalist Church of Augusta, said devise being recorded at Book 758, Page 477. By Warranty Deed dated February 1950, the Winthrop Street Universalist Church conveyed the two thirds (2/3) undivided interest to Lewis and Percy Levine, Inc.
4. A parcel of land with buildings thereon located on an known as No. 10 Front Street, Waterville, Maine, being the premises described in deed dated April 12, 1937 and recorded at

Book 726, Page 414, given by Arthur Drummond to Lewis and Percy Levine who conveyed the land to Lewis and Percy Levine, Inc. by Warranty Deed dated July 1, 1949 and recorded at Book 887, page 373. This land was the Dunn Lot, so-called, acquired by Javan Drummond, from Marietta and Adelbert B. Simmons, by deed dated October 25, 1898, recorded at Book 427, Page 486 on his decease in 1905, Javan Drummond, after a life estate to his widow, Clymena, devised a one-fourth (1/4) undivided interest in said Dunn Lot to his daughter Ada Young, and a three-fourths (3/4) undivided interest to his son, Arthur Drummond. Ada M. Young, conveyed her one third (1/3) undivided interest to her brother, Arthur Drummond by deed dated June 1, 1908 and recorded at Book 478, Page 457, who as noted above conveyed the whole interest to Lewis and Percy Levine, by deed dated April 12, 1937, recorded at Book 726, Page 414, and said Levines conveyed the land to Lewis and Percy Levine, Inc. as set forth above.

5. With the Drummond or Levine property go certain rights of way to rear of business block which has frontage on Main Street in said Waterville. There is the approach from Front Street from the Dunn lot, so called. Formerly there was a right of way from Main Street along south edge of property on Main Street now owned by Wilburge Pomerleau, who acquired the land under the will of her husband Vilbon Pomerleau, and along the north side of the Crescent Hotel property. This right of way continued over that part of the Foster & Gray store land which lies east of the rear brick wall of said store and north of the south line of said store as extended easterly across the passway. The right of way was closed from Main Street and along the south end of the Pomerleau property, but access was preserved in the rear by cross deeds, one dated October 16, 1912 recorded at Book 527, Page 11 from Arthur and Clymena Drummond to Vilbon Pomerleau and the one from Vilbon Pomerleau to Arthur and Clymena Drummond dated October 16, 1912 recorded at Book 527, Page 15. For the building north of the Foster & Gray lot the right of way extended thereto in the rear according to Deed from Charles E. Gray to Vilbon Pomerleau dated May 14, 1912, recorded at Book 523, Page 253.

6. A party wall right, incumbrance and interest appurtenant on the northerly side of the property conveyed by May E. Mathews to Sarah Levine by deed dated November 22, 1904 recorded at Book 461, Page 199, as appears in party wall agreement entered into by and between Frank B. Philbrick et als and George E. Wilbur and W.E. Walker, dated May 13, 1903 recorded at Book 459, Page 157 to which reference shall be made.

7. A party wall right incumbrance and interest appurtenant affecting the southerly side of the land conveyed by Peter King to William, Lewis and Percy Levine by deed dated April 11, 1939 and recorded at Book 748, Page 337, and by deed dated April 11, 1939 recorded at Book, 749, Page 428 given by Paul A. Dundas, assignee of Peter King, to William, Lewis and Percy Levine and reference to said deeds for historical background will be made. In said two deeds the book reference of 537 should read 527. The land on the south of the last referred to lot enjoying party wall rights or subject thereto is now owned by Wilburge Pomerleau, who was devised the land by her husband Vilbon Pomerleau.

Being the same premises described in the deed of Lewis & Percy Levine, Inc. to William Levine & Sons, Inc. dated November 6, 1969 and recorded in said Registry at Book 1508, Page 324.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said **THOMAS OLIVER** and **VICKI M. OLIVER**, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

AND it does **COVENANT** with the said Grantees, their heirs and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances except as hereinbefore set forth; that it has good right to sell and convey the same to the said Grantees to hold as aforesaid and that it and its successors shall and will **WARRANT** and **DEFEND** the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, HOWARD A. MILLER, President of WILLIAM LEVINE & SONS, has hereunto set his hand and seal this 30th day of July, in the year of our Lord one thousand nine hundred and ninety-eighty.

Signed, Sealed and Delivered
in presence of:

Paula J. Caughey

WILLIAM LEVINE & SONS
BY: Howard A. Miller
Howard A. Miller, President

STATE OF MAINE, Kennebec, ss.

July 30, 1998

Personally appeared the above named **Howard A. Miller** in his said capacity acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said William Levine & Sons,

Before me,

Ralph M. Clark
Ralph M. Clark, Attorney-at-Law

RECEIVED KENNEBEC CO.

1998 AUG -3 AM 9:00

WITNESSES: James B. Brown

LAW OFFICE OF: FARRIS, SUSH, HESELTON & LADD, P.A. • 251 WATER STREET • P.O. BOX 120, GARDNER, MAINE 04345
REGISTER OF DEEDS